

1 BILL NO. S-84-08-21

2 SPECIAL ORDINANCE NO. S-

102-84

3 AN ORDINANCE approving Contract  
4 #397-84 for Repair of Existing  
5 60" RCP Pipe at St. Joe Pump  
6 Station Site, by the City of  
Fort Wayne by and through its  
Board of Public Works with Land  
Excavating, Inc.

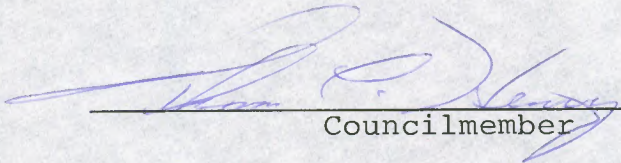
7 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF  
8 THE CITY OF FORT WAYNE, INDIANA:

9 SECTION 1. That the annexed Contract #397-84 for Repair  
10 of Existing 60" RCP Pipe at St. Joe Pump Station Site, by the  
11 City of Fort Wayne, Indiana by and through its Board of Public  
12 Works and Land Excavating, Inc., for:

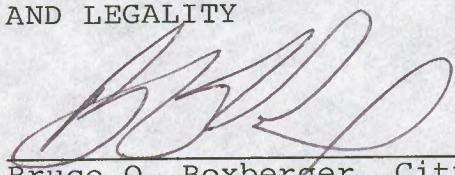
13 removing an existing 60" RCP pipe  
14 under flowing conditions from an  
15 existing structure located in the  
center of California Road at St.  
Joe Pump Station site;

16 the Contract price is Thirteen Thousand Six Hundred Twenty-Five  
17 and No/100 Dollars (\$13,625.00), all as more particularly set  
18 forth in said Contract and which is on file with the Office of  
19 the Board of Public Works and is by reference incorporated herein,  
20 made a part hereof and is hereby in all things ratified, con-  
21 firmed and approved.

22 SECTION 2. That this Ordinance shall be in full force  
23 and effect from and after its passage and any and all necessary  
24 approval by the Mayor.

25  
26   
Councilmember

27 APPROVED AS TO FORM  
28 AND LEGALITY

29   
30 Bruce O. Boxberger, City Attorney  
31  
32



Read the first time in full and on motion by Henry,  
seconded by Jim Quanta, and duly adopted, read the second time  
by title and referred to the Committee City of Fort Wayne (and the City  
Plan Commission for recommendation) and Public Hearing to be held after  
due legal notice, at the Council Chambers, City-County Building, Fort Wayne,  
Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_,  
19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.S.

DATE: 8-14-84

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Henry,  
seconded by Jim Quanta, and duly adopted, placed on its  
passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GiaQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HENRY</u>	<u>✓</u>	_____	_____	_____	_____
<u>REDD</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 8-28-84

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort  
Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)

(SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. I-102-84  
on the 28th day of August, 1984,

ATTEST:

(SEAL)

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Ray A. Ebert  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana,  
on the 29th day of August, 1984,  
at the hour of 11:00 o'clock A. M., E.S.T.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 29th day of August,  
1984, at the hour of 4:00 o'clock P. M., E.S.T.

Win Moses, Jr.  
WIN MOSES, JR., MAYOR



CONTRACT NO. 397-1984

BOARD ORDER NO.

THIS CONTRACT made and entered into in triplicate this 1st day of August, 1984, by and between Land Excavating Inc, herein called CONTRACTOR, and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor, and the Board of Public Works herein called OWNER,

WITNESSETH that the Contractor and the Owner for the considerations hereinafter named, agrees as follows:

ARTICLE 1. SCOPE OF WORK

Contractor shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the installation of the following:

To remove an existing 60" R.C.P. pipe under flowing conditions from an existing structure located in the center of California Road at St. Joe Pump Station site,

all according to Fort Wayne Pollution Control Engineering Department Drawing No. SY-11121, Sheets 1 - 3, and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2. THE CONTRACT SUM

The Owner shall pay Contractor for the performance of the contract the unit price sum of \$13,625.00. In event the amount of work is increased or decreased by Owner, the contract sum shall be increased or decreased according to the unit price schedule set forth in the Contractor's Proposal.

Remove existig 60" R.C.P. inside structure	Eight hundred seventy-five and no/100	\$875.00
Remove and replace existing reducer cap (cone section) for access	One thousand eight hundred seventy-five and no/100	\$1,875.00
Install and furnish brick bulkhead	Two hundred forty and no/100	\$240.00
Complete existing unfinished invert	Ten thousand five hundred twenty and no/100	\$10,520.00
Street restoration - #53 or #73 gravel topped with 8" deep strength asphalt and 2" A-2 surface	One hundred fifteen and no/100	\$115.00



ARTICLE 3. PROGRESS PAYMENTS

The Owner shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by Owner upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, ninety (90%) percent of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the Contractor and approved or revised by the Engineering Department of the Owner, less the aggregate of previous payments, will be paid by Owner to the Contractor.

ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the Contractor that the work is ready for final inspection and acceptance, the Board of Public Works will direct the Engineering Department of the Owner to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted thereupon, and the entire balance of the Contract sum shall be due and payable to the Contractor; provided only that Contractor shall first furnish Owner, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid.

ARTICLE 5. WORKMEN'S COMPENSATION ACT

Upon contract award, the Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana that he/she has complied with Section 5, 68, and 69 of the Workmen's Compensation Act, approved 14 March 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being I.C. 22-3-2-14 or any supplemental statutes thereof. It is further stipulated that any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury to real or personal property, or for any injury, sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the State of Indiana, now in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties, hereto that Contractor indemnify and hold harmless City of Fort Wayne, Indiana.



ARTICLE 6. NONDISCRIMINATION OF LABOR

The Contractor further agrees to be bounded by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978, a copy of which Section is attached and incorporated herein and made a part hereof. (M/FER/6 - M/FER/8)

ARTICLE 7. PREVAILING WAGE SCALE

The Contractor agrees to pay and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Statutes of Indiana and ordinances of City of Fort Wayne, (WR/1).

ARTICLE 8. COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

- A. Advertisement for Bids, for Contract No. 397-1984.
- B. Instructions to Bidders for Contract No. 397-1984.
- C. Contractor's Proposal Dated July 11, 1984.
- D. Fort Wayne Water Pollution Control Engineering Department Construction Drawing No. SY-11121 sheets 1-3.
- E. General Specifications and Conditions, detailed specifications, construction standards for the installation of storm and sanitary sewers adopted July 23, 1980 and addendums thereof of the City of Fort Wayne's Water Pollution Control Engineering Department.
- F. Workmen's Compensation Act Statues of State of Indiana and Ordinance of City of Fort Wayne.
- G. Non Discrimination of labor General Ordinance No. G-34-78 (as amended).
- H. Prevailing wage scale.
- I. Performance Bond.
- J. Labor and Material Payment Bond.
- K. Comprehensive Liability Insurance Coverage.
- L. Application for Cut Permit.
- M. Escrow Agreement.
- N. Notice of Award.
- O. Notice to Proceed.
- P. Change Order.
- Q. Notice of Final Acceptance.
- R. Special Provisions.

ARTICLE 9. GUARANTEE OF WORKMANSHIP

The Contractor shall warrant all materials, labor and equipment furnished and work performed for a period of one (1) year from date of final acceptance in writing by the Owner.



ARTICLE 10. INDEMNITY

Contractor shall furnish to owner, within ten (10) days of the date hereof a certificate from an insurer acceptable to owner showing personal injury and property damage. Insurance inforce issued in connection with the work to be done under this Contract in accordance with said Specifications of the City of Fort Wayne, Division I, Section 7.

ARTICLE 11. ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the Contractor and the Owner under the provisions of this Contract shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Pollution Control Department, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases or the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works.

ARTICLE 12. COMPLETION DATE

The Contractor agrees to complete the work specified in the within contract in 120 consecutive calendar days after having been ordered by the Owner to commence work under this contract.

ARTICLE 13. COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the Owner by the Mayor and Board of Public Works of the City of Fort Wayne, Indiana, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall become wholly void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

## LAND EXCAVATING

BY: *Jack Braun*  
JACK BRAUN, President

BY: *Joy Braun*  
JOY BRAUN, Secretary

## CITY OF FORT WAYNE, INDIANA

BY: *Win Moses, Jr.*  
Win Moses, Jr., Mayor

## ATTEST:

*Helen V. Gochenour*  
Helen V. Gochenour, Clerk

## APPROVED AS TO FORM AND LEGALITY:

*R. Snorffer*  
ASSOCIATE CITY ATTORNEY

## BOARD OF PUBLIC WORKS

*David J. Kiester*  
David J. Kiester, Chairman

Betty R. Collins, Member

*H. James Haley*  
H. James Haley, Member

Approved by the Common Council of the City of Fort Wayne on \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.



BILL NO. S-84-08-21

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS REFERRED AN  
ORDINANCE approving Contract #397-84 for Repair of Existing 60"  
RCP Pipe at St. Joe, Pump Station Site, by the City of Fort  
Wayne by and through its Board of Public Works with Land Excavating,  
Inc.

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT  
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE DO PASS.

THOMAS C. HENRY, CHAIRMAN

MARK E. GIACQUINTA, VICE CHAIRMAN

CHARLES B. REDD

JAMES S. STIER

DONALD J. SCHMIDT

CONCURRED IN 8-28-84  
SANDRA E. KENNEDY, CITY CLERK



TITLE OF ORDINANCE Contract #397-84 - Repair of Existing 60" RCP Pipe at St. Joe Pump Station Site, Land Excavating, Inc. Contractor

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

1-54-08-21

SYNOPSIS OF ORDINANCE Contract #397-84, Repair of Existing 60" RCP Pipe at St. Joe Pump Station Site is for removing an existing 60" RCP pipe under flowing conditions from an existing structure located in the center of California Road at St. Joe Pump Station site. Land Excavating, Incorporated is the Contractor.

EFFECT OF PASSAGE Since AWT is now complete they are read to receive flows by gravity

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$13,625.00

ASSIGNED TO COMMITTEE